

NORTH CAROLINA
DURHAM COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

FILED

FILE No. 21CVS1572

LOCAL WEB RESULTS, SERIES LLC, a Texas series limited liability company,
Plaintiff, DURHAM CO., C.S.C.

BY)

v.

ELI GLOBAL, LLC and
GREG E. LINDBERG, individually,
Defendants.

COMPLAINT
(CMPL)

NOW COMES THE PLAINTIFF, complaining of the Defendant and alleges and says:

1. The Plaintiff is a Texas limited liability company.
2. The Defendant, ELI GLOBAL, LLC is a Delaware limited liability company with an office and place of business in Durham County, North Carolina, and is authorized to conduct business in North Carolina.
3. The Defendant, Greg E. Lindberg, is a resident of Durham County, North Carolina and is currently at FPC Montgomery, Federal Prison Camp, Maxwell Air Force Base, Montgomery, Alabama.
4. On or about October 3, 2017, the Defendants executed and delivered to the Plaintiff a Promissory note (the "Note") for \$900,000, payable in three installments of \$300,000.
5. The Defendant made the first two installments and there remains a balance due of \$300,000 for the third and final installment.
6. The Note provided that upon default interest would accrue at twelve percent (12%) per annum until paid.
7. The Plaintiff gave Defendants notice of the default and interest accrues from October 3, 2020 at the rate of twelve percent (12%) per annum until paid.
8. The Note also contained provisions for the collection of attorneys' fees. Pursuant to North Carolina General Statutes §6-21.2, notice was given to the Defendants that they had the right to pay the outstanding balance due without incurring attorneys' fees. A copy of these letters and notices is attached hereto and incorporated herein by reference. (Exhibit A)

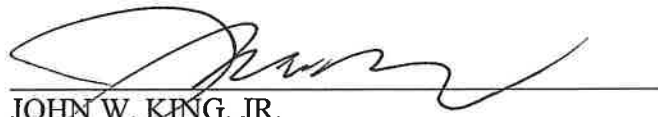
9. The Defendants failed to pay the outstanding balance due and therefore, Plaintiff is entitled to have and recover from the Defendants fifteen percent (15%) of the outstanding balance of the debt as attorneys' fees.

10. Therefore, the Plaintiff is entitled to have and recover from the Defendants the sum of \$300,000.00 together with interest thereon at the rate of twelve percent (12%) per annum from October 3, 2020, and attorneys' fees in the amount of \$45,000.00 pursuant to N.C.G.S. §6-21.2.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover from the Defendants, the sum of \$300,000.00 together with interest thereon at the rate of twelve percent (12%) per annum from October 3, 2020;
2. That Plaintiff have and recover its costs in this action, including attorneys' fees in the amount of \$45,000.00 pursuant to N.C.G.S. §6-21.2;
3. For such other and further relief as the Court deems just and proper.

This the 28th day of January, 2021.



JOHN W. KING, JR.
STUBBS & PERDUE, P.A.
Post Office Box 1654
New Bern, North Carolina 28563-1654
Telephone: 252-633-2700
Facsimile: 252-633-9600
Email: jking@stubbsperdue.com
NC State Bar No. 9306
Attorney for Plaintiff

VERIFICATION

David Chidester, as Manager of Local Web Results, Series LLC, being first duly sworn, deposes and says that he is the Plaintiff in the above entitled action, that he has read the foregoing Complaint and knows the contents thereof, that the same is true of his own knowledge except as to those matters and things stated upon information and belief, and as to those matters and things, he believes them to be true.

This the 13 day of January, 2021.



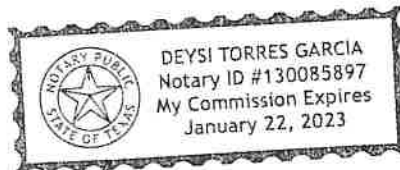
David Chidester as Manager of
Local Web Results, Series LLC, Plaintiff

Sworn to and subscribed before me this the
13 day of January, 2021.



Notary Public

My Commission Expires: January 22, 2023



21CV51572

Laurie B. Biggs
Patrick D. Holmes
John W. King, Jr.
William H. Kroll
Trawick H. Stubbs, Jr.



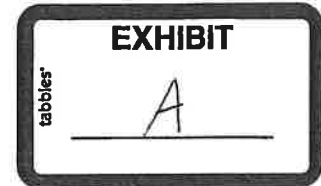
Raleigh Office
9208 Falls of Neuse Road
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Raleigh, North Carolina 27615

Telephone: (919) 870-6258
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Gary R. Perdue
(1947 - 1997)

310 Craven Street
P. O. Box 1654
New Bern, North Carolina 28563-1654

Telephone: (252) 633-2700
Facsimile: (252) 633-9600



November 12, 2020

Eli Global, LLC
2222 Sedwick Drive
Durham, NC 27713

RE: Balance due on account to Local Web Results, LLC
Outstanding Balance: \$300,000.00

Gentleman:

Local Web Results, LLC, has turned the above-referenced matter over to us for collection. Because you have not complied with the terms of the Promissory Note, Local Web Results, LLC, hereby makes demand that you pay the entire unpaid balance of \$300,000.00 together with interest from October 3, 2020, in full within five (5) days from the date of this letter.

Enclosed with this letter is a Notice of Enforcement of Attorney's Fees Provision as provided by North Carolina General Statute 6-21.2 giving you the opportunity to pay the outstanding balance within five (5) days without incurring an additional 15% attorney's fees.

If you fail to make payment in full within five (5) days from the date of this letter, we will be forced to take further actions to ensure our client is protected.

Sincerely,

John W. King, Jr.

JWK/mcw

Enclosure(s)

cc: Local Web Results, LLC (w/encl.)

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE.

NOTICE OF ENFORCEMENT OF ATTORNEY'S FEES PROVISION

RE: Balance due on account to Local Web Results, LLC
Outstanding Balance: \$300,000.00

November 12, 2020

TO: Eli Global, LLC
Greg E. Lindberg

WHEREAS, you have defaulted in your obligation to Local Web Results, LLC, with the result that Local Web Results, LLC, has demanded payment of the entire unpaid "outstanding balance" due identified above; and,

WHEREAS, the Promissory Note under which you are indebted to Local Web Results, LLC, includes provisions obligating you to pay reasonable attorneys fees in the event of default.

NOW, THEREFORE, pursuant to the provisions of N.C.G.S. 6-21.2, notice is herewith given you as follows:

1. In view of your obligation to Local Web Results, LLC, and by your default in payment of the outstanding balance, you are hereby notified that the provisions contained in your Promissory Note relative to payment of attorney's fees in addition to the "outstanding balance" (as defined in N.C.G.S. 6-21.2), shall be enforced.
2. You are herewith given five days from the date hereof (which is the date this notice is mailed to you) to pay the "outstanding balance" without the attorney's fees.
3. Upon your failure to pay the entire unpaid "outstanding balance" within five days herefrom, suit may be instituted for said balance and, additionally, for 15% of the "outstanding balance" as attorney's fees to be included in the court costs.



John W. King, Jr.
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November 12, 2020

Greg E. Lindberg 34828-058
FPC Montgomery
Federal Prison Camp
Maxwell Air Force Base
Montgomery, AL 36112

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Outstanding Balance: \$300,000.00

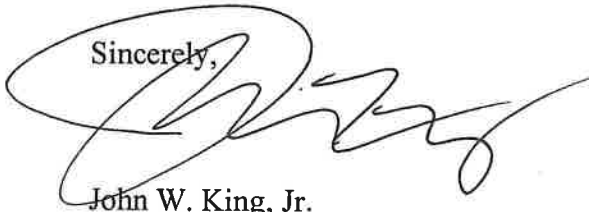
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